

**ENTERED**

November 16, 2015

David J. Bradley, Clerk

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
VICTORIA DIVISION

MIRAMAR PETROLEUM, INC.,  
Plaintiff,

v.

THE FIRST LIBERTY INSURANCE  
CORPORATION, *et al.*,  
Defendants.

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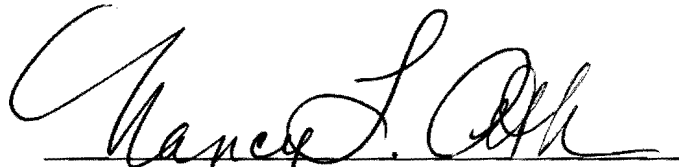
CIVIL ACTION NO. V-15-0028

**ORDER**

In this insurance coverage dispute, Plaintiff Miramar Petroleum, Inc. (“Miramar”) sued Defendant Commerce & Industry Insurance Company (“C&I”), asserting that Miramar is an additional insured under a Commercial Umbrella Liability Policy issued by C&I to Nicklos Drilling Company (“Nicklos”). C&I filed a Motion for Summary Judgment [Doc. # 14], arguing that Miramar is not an additional insured under the umbrella policy issued to Nicklos. Miramar filed a Response, stating that it agrees with C&I’s argument that Miramar does not have a claim against C&I under the umbrella policy. *See* Response [Doc. # 19], ¶ 14. As a result, it is hereby

**ORDERED** that C&I’s Motion for Summary Judgment [Doc. # 14] is **GRANTED** and all claims against C&I are **DISMISSED WITH PREJUDICE**.

SIGNED at Houston, Texas, this 6th day of **November, 2015**.



NANCY F. ATLAS  
SENIOR UNITED STATES DISTRICT JUDGE